

her employment contract effective March 1, 2019 ("Reassignment Date") and agrees to be reassigned to the position of Transition Assistant to the Interim or Acting Superintendent for the remainder of her employment in the District until the Retirement Date. The parties acknowledge that Benavides will use earned but unused state and local leave days from and after the Reassignment Date through the Retirement Date.

2. Severance Payment/Earned Leave: In consideration of Benavides' voluntarily resignation from her position as Superintendent of the District, the District shall pay Benavides, no later than the 10th calendar date following the Retirement Date, the following: (i) the sum of Three Hundred Nineteen Thousand Sixty-nine and 06/100 Dollars (\$319,069.06), representing one year's salary pursuant to the Contract ("Settlement Payment"), and (ii) a cash reimbursement amount equal to 105 accumulated earned but unused state and local leave and vacation days calculated at the current daily rate of the Contract ("Leave Reimbursement") (the Settlement Payment and the Leave Reimbursement herein referred to as the ("Total Settlement Payment"), by mailing the check for the Total Settlement Payment via Federal Express overnight delivery. The Total Settlement Payment shall be made payable jointly to Benavides and Adams, Lynch, & Loftin, P.C., and shall be delivered to the law offices of Adams, Lynch & Loftin, P.C, 3950 Highway 360, Grapevine, Texas, 76051. All appropriate federal and employer withholding shall be deducted from Benavides' monthly paychecks and from the Total Settlement Payment. The Parties further agree that no TRS contribution will be deducted from the Total Settlement Payment. During the period of reassignment, Benavides agrees to not interfere with the operations of the District in any manner and agrees to not file any grievances or to submit or cause to be submitted any requests for information under the Texas Public Information Act. Any information that Benavides may need from the District for tax purposes shall not be unreasonably withheld.

3. Release: Benavides additionally agrees to release, forever discharge, and covenant not to sue, or bring any other legal or administrative action against La Joya ISD or any of its trustees, officers, employees, agents, attorneys, heirs, and successors with respect to any and all claims and causes of action of any nature, both past and present, known and unknown, foreseen and unforeseen, which Benavides has or which could be asserted on her behalf by any other person or entity, resulting from or relating to any act or omission of any kind occurring on or before the date of the execution of this Agreement. Benavides understands and agrees that this Release includes, but is not limited to, the following:

- i. All claims arising from or related to Benavides's employment with, or separation from, La Joya ISD; all claims under Texas law, including Texas common law, the Texas Labor Code, and Chapter 21 of the Texas Education Code; and all claims arising under federal law, including any claims under the Civil Rights Acts of 1964 and 1991, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Fair Labor Standards Act, the Family and Medical Leave Act, and the Older Workers Benefits Protection Act.

ii. Any and all claims for unpaid wages, overtime, bonuses, separation pay, or any other compensation or benefit arising from Benavides' employment with and/or separation from La Joya ISD.

iii. All claims and causes of action for past or future loss of pay or benefits, expenses, damages for physical or mental injury, liquidated damages, punitive damages, compensatory damages, attorney's fees, court costs, interest, and any other injury, loss, damage or expense or any other legal or equitable remedy of any kind whatsoever.

Likewise La Joya ISD and its Board of Trustees agrees to release, forever discharge, and covenant not to sue, or bring any other legal or administrative action against Benavides with respect to any and all claims and causes of action of any nature, both past and present, known and unknown, foreseen and unforeseen, which La Joya ISD has or which could be asserted on its behalf by any other person or entity, resulting from or relating to any act or omission of any kind occurring on or before the date of the execution of this Agreement.

4. Indemnification: As part of the consideration for the District's promises set forth in this Agreement, Benavides agrees to indemnify and hold harmless La Joya ISD and its trustees, officers, employees, agents, successors and assigns, from all claims and causes of action of any nature, without limitation, which may be asserted against La Joya ISD and its trustees, officers, employees, agents, successors and assigns, by any person, firm or entity claiming by, through, or under her, related to Benavides's employment with or separation from La Joya ISD.

To the extent it may be permitted to do so by applicable law, La Joya ISD does hereby agree to defend, hold harmless, and indemnify Benavides from any and all demands, claims, including but not limited to suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings or administrative proceedings currently pending or subsequently hereto brought against Benavides in her individual capacity or her official capacity as an employee and as Superintendent of the La Joya ISD, providing the incident(s) which is (are) the basis of any claim or lawsuit arose or does arise in the future while Benavides, as Superintendent and as an employee of the La Joya ISD, was acting within the scope of Benavides' employment with the La Joya ISD; excluding, however, those claims or any causes of action where it is determined that Benavides committed a criminal act, official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith, with conscious indifference or reckless disregard; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by La Joya ISD or by Benavides. The selection of Benavides' legal counsel shall be made with the mutual agreement of Benavides and La Joya ISD, which agreement will not be unreasonably withheld by either party. A legal defense may be provided through insurance coverage.

5. No Admission of Liability: Benavides and the District agree and acknowledge that nothing contained in this Agreement constitutes an admission of wrongdoing by either party.

6. Non-Disclosure: The Parties agree not to disclose, or cause to be disclosed, the existence or terms of this Agreement (including, but not limited to the fact that Benavides

received consideration pursuant to this Agreement), or the substance or content of discussions involved in reaching this Agreement, except (i) with respect to Benavides to her immediate family, attorneys, accountants and/or tax advisors or as required by, or as otherwise required by law, (ii) with respect to the District to its attorneys, appropriate District personnel, appropriate regulatory agencies or taxing authorities, or as otherwise required by law, and (iii) as may be required to enforce this Agreement.

7. Non-Disparagement: The Board, individually and collectively, and Benavides do hereby agree that each of them shall refer any third party inquiries regarding Benavides' employment as an employee of the District and as the Superintendent of the District to the Agreement through the Board President. Notwithstanding anything to the contrary herein, the District, the Board, individually and collectively, and Benavides expressly covenant and agree not to make disparaging remarks about the other party(ies), their agents, representatives, attorneys or assigns to this Agreement. The parties agree to issue a joint public statement. See **Exhibit "B"** which is attached hereto and incorporated herein by reference. Furthermore, Benavides shall be provided a letter of reference signed by the Board President. The parties agree that the Board President shall prepare a mutually acceptable letter of reference, the form of which is attached hereto and incorporated herein by reference as **Exhibit "C."** Nothing in this Agreement should be construed to prevent Benavides from requesting a personal reference, oral or written, from a District employee or Trustee, in their personal and individual capacity, or to prevent such District employee or Trustee from providing such a personal reference to Benavides. The parties further agree that no party shall ever make any statements or references to the fact that they "won", "prevailed", or "were prevailing parties", or any other similar statement. District and the Board, individually and collectively, agree to refrain from making negative comments regarding Benavides to others, including potential future employers. Benavides agrees to refrain from making negative comments regarding the District and its administration.

8. Signatories: The parties expressly warrant that they are legally empowered and competent to execute this Agreement and that they have not and will not in the future assign, pledge, transfer, or otherwise convey any right, title, interest, or claim in this matter to any third party.

9. Cooperation of the Parties: The parties agree to cooperate fully to execute any supplementary documents necessary to effectuate this Agreement and to take all additional actions that may be necessary or appropriate to give force and effect to the terms and intent of this Agreement and which are not inconsistent with its terms.

10. No Assignment of Claims: The parties covenant and warrant that they have not assigned, transferred, or subrogated any portion of any claim they have or could have asserted in connection with Benavides's employment with, or separation from, the District.

11. Construction: Benavides expressly understands and agrees that the terms contained in this Agreement are contractual and not merely recitals, and that the provisions contained herein, and the consideration transferred are to compromise disputed claims, to avoid litigation, and buy peace. Each party and counsel have reviewed and approved this Agreement, and accordingly any presumption or rule of construction permitting ambiguities to be resolved

against the drafting party shall not be employed in the interpretation or application of this Agreement.

12. Governing Law: Texas law shall govern the validity and interpretation of this Agreement insofar as federal law does not control. Venue shall be in Hidalgo County, Texas.

13. Entire Agreement and Severability: This Agreement contains the entire understanding between Benavides and the District. This Agreement supersedes any prior written or oral agreements. This Agreement shall not be modified, amended, or terminated unless such modification, amendment, or termination is executed in writing by Benavides and the District. If any single paragraph or clause of this Agreement should be found unenforceable, it shall be severed and the remaining paragraphs and clauses shall be enforced in accordance with the intent of this Agreement.

14. Other Representations: Benavides hereby represents and certifies that she: (i) has carefully read all of this Agreement; (ii) understands its provisions; (iii) has not been influenced to sign this Agreement by any statement or representation by the District that is not contained in this Agreement; (iv) has had an opportunity to consult with her attorney prior to the execution of this Agreement; and (v) enters into this Agreement knowingly and voluntarily.

15. Time for Review of Agreement: Benavides acknowledges that she has been advised of her right to consult with an attorney of her own choosing before executing this Agreement. Further, Benavides acknowledges that she has been informed that she has a period of 21 days within which to consider this Agreement. Benavides may execute (sign) this Agreement before the expiration of that 21-day period but is not required to do so. For a period of seven days following her execution (signing) of this Agreement, Benavides may revoke this Agreement. This Agreement shall not become effective or enforceable until signed by the President of the District's Board of Trustees, and Benavides, and the revocation period described in this paragraph has expired. Any revocation must be in writing and must be delivered within the seven-day revocation period to the District at the address identified in Paragraph 17.

16. Authority to Execute Agreement: Each of the undersigned parties represent that he or she is of legal age, is legally competent to execute this Agreement, and possesses the requisite legal authority.

17. Notice: Notice under this Agreement must be in writing and may be delivered by hand delivery or by certified mail as indicated below:


La Joya ISD
201 E. Expwy. 83
La Joya, Texas 78560

Dr.Alda Benavides

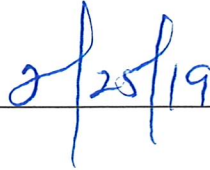


18. Headings: The headings in each paragraph herein are for convenience and reference only and shall be of no legal effect in the interpretation of the terms hereof.

ACCEPTED AND AGREED:

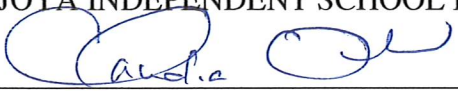


Dr. Alda Benavides




Date

LA JOYA INDEPENDENT SCHOOL DISTRICT

By: 

Armin Garza
President, La Joya ISD Board of Trustees



Date

EXHIBIT “A”

[DISTRICT LETTERHEAD]

February 25, 2018

Armin Garza, President
Board of Trustees
La Joya Independent School District
201 E. Expwy. 83
La Joya, Texas 78560

Dear Mr. Garza:

This letter is to inform you that I am retiring from service as an educator in the State of Texas. Consequently, I hereby submit my resignation as an employee and as Superintendent of the La Joya Independent School District, to be effective 11:59 p.m. June 30, 2019.

My resignation as the Superintendent and an employee of the La Joya Independent School District is tendered, subject to, and in accordance with, the terms, conditions and provisions of that certain Full and Final Retirement and Separation Agreement between the La Joya Independent School District and me effective the 25th day of February, 2019.

Sincerely,

Dr. Alda T. Benavides
Superintendent

EXHIBIT “B”

LA JOYA INDEPENDENT SCHOOL DISTRICT JOINT STATEMENT OF THE BOARD OF TRUSTEES AND DR. ALDA BENAVIDES

Dr. Alda Benavides has announced her retirement as Superintendent of Schools for the La Joya Independent School District. An Agreement has been reached which allows Dr. Benavides the ability to retire and to pursue other interests and permits the Board to pursue hiring another Superintendent. The Board and Dr. Benavides have entered into the Agreement believing it is in their respective best interests and in the best interests of the District.

On behalf of the entire District, the Board of Trustees expresses its sincere appreciation to Dr. Benavides for her efforts while serving as Superintendent of this great school district and its wonderful students, parents and administrators, and for the many achievements and accomplishments of the entire District team during Dr. Benavides' tenure as Superintendent, some of the most notable of which are:

- The District has been divided into three comprehensive high schools.
- The District has opened three early colleges one of which has been named a National Blue Ribbon School.
- The District has opened a College and Career Center which has graduated over 2,000 students who had previously dropped out of school.
- The District has opened 10 new school campuses (two high schools, two middle schools, six elementary schools) and built a transportation building and a child nutrition building.
- The District has obtained an "A" rating in financial accountability 11 years in a row.
- The District has established academies at all levels to increase opportunities and increased number of dual credit hours and associate degrees.
- The District renovated its central office.

Dr. Benavides thanks the present and past Board of Trustees for providing her with the opportunity to serve in the La Joya Independent School District. A school district is measured by the commitment of the Board, staff and community to its children and their achievement. This District is indeed so committed. Dr. Benavides would like to express her heartfelt appreciation to the staff and community for their support of the District's programs and services during his term as Superintendent.

Success requires hard work, dedication, leadership and vision. The Board and Dr. Benavides wish to acknowledge and recognize the teachers, principals, administrators, staff, students, parents and patrons who have all contributed to the District's success.

The Board extends its best wishes to Dr. Benavides in her future endeavors. On its part, the Board will soon begin its search for a new Superintendent as not to disrupt the District's operations.

EXHIBIT “C”

[DISTRICT LETTERHEAD]

February 25, 2019

To Whom It May Concern:

Please allow this letter to serve as my recommendation for employment of Dr. Alda Benavides. As Board President, it has been my pleasure to have worked with Dr. Benavides in the La Joya Independent School District. Dr. Benavides has exhibited commitment and dedication to the La Joya ISD vision and goals. She is a collaborative servant leader and has created a fresh new approach to team management and leadership. She is an accomplished teacher and highly supportive of rigorous student learning and quality teacher development.

Dr. Benavides has had to face obstacles from day one in the school district and has worked diligently with others to transform the culture and direction of the school district. During her tenure in the school district, Dr. Benavides has admirably provided her leadership to the District under increasingly difficult economic circumstances while maintaining qualified staff and quality instructional programs and initiatives.

Dr. Benavides possesses a hard work ethic. She thrives on being a “change agent” for positive improvement, and is above all, always proactive. She exhibits great vision and believes in building the capacity of all school district team members. She handles school district matters with poise and diplomacy. Dr. Benavides leads by example and believes strongly in preserving the respect and dignity of every individual.

I highly recommend Dr. Benavides for any position of responsibility, most especially as school superintendent. In conclusion, I know you will come to admire her dedication to children and learning as I do.

Sincerely,

Armin Garza
La Joya Independent School District Board President



La Joya

Independent School District
Superintendent's Office
200 W. Expressway 83, La Joya, Texas
78560
Tel. (956) 323-2002
Fax (956) 323-2010

Board of Trustees

Armin Garza, President
Claudia Ochoa, Vice-President
Alejandro "Alex" Cantu,
Secretary
Oscar "Coach" Salinas,
Member
Narciso Cantu, Member

February 25, 2019

Armin Garza, President
Board of Trustees
La Joya Independent School District
201 E. Expwy. 83
La Joya, Texas 78560

Dear Mr. Garza:

This letter is to inform you that I am retiring from service as an educator in the State of Texas. Consequently, I hereby submit my resignation as an employee and as Superintendent of the La Joya Independent School District, to be effective 11:59 p.m. June 30, 2019.

My resignation as the Superintendent and an employee of the La Joya Independent School District is tendered, subject to, and in accordance with, the terms, conditions and provisions of that certain Full and Final Retirement and Separation Agreement between the La Joya Independent School District and me effective the 25th day of February, 2019.

Sincerely,

Dr. Alda T. Benavides
Superintendent